City of Loma Linda Official Report

Karen Gaio Hansberger, Mayor
Floyd Petersen, Mayor pro tempore
Robert Christman, Councilmember
Stan Brauer, Councilmember
Robert Ziprick, Councilmember

COUNCIL AGENDA: March 22, 2005

TO: City Council

VIA: Dennis R. Halloway, City Manager

FROM: T. Jarb Thaipejr, Public Works Director/City Engineer T.J.T.

SUBJECT: Approve Agreement With Southern California Edison Company for Attachments to Street Light Poles.

RECOMMENDATION

It is recommended that the City Council approve an agreement with Southern California Edison Company (SCE) to allow attachments to their street light poles.

BACKGROUND

The City of Loma Linda or SCE own the streetlight poles in the City. These poles can be utilized for placing traffic signs, Neighborhood Watch signs, American flags and banners.

ANALYSIS

Staff has negotiated an agreement with the SCE to allow attachments to their streetlight poles. Using these poles will decrease the amount of posts needed to place traffic and informative signs. Additionally, we will have the option to hang American flags or banners from the poles. Banners could be inspirational, historical or promotional in nature. The City will be the approving agency for any attachment to these poles. As there is a combination of City and SCE poles throughout the city an agreement is needed to cover all poles in order to project a uniform and consistent appearance.

ENVIRONMENTAL

None

FINANCIAL IMPACT

None

Attachment

I:\Public Works Admin\Staff Reports\SCE pole attachment agreement.doc

AGENDA ITEM 11

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License Agreement"), is made and entered into this _____ day of_____, **2004**, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, (hereinafter called "Company") and the City of **Loma Linda**, a political subdivision of the State of California, (hereinafter called "City").

WHEREAS, City has jurisdiction of certain streets and highways and has the right to regulate the use of such highways.

WHEREAS, Company has installed Company-owned composite, concrete, and steel street light poles ("Poles") at various locations within said City at the request of City.

WHEREAS, City desires a license to place non-electrified traffic regulating signs, American flags, and Neighborhood Watch signs and banners and related appurtenances on said Poles.

WHEREAS, Company shall permit City to install non-electrified traffic regulating signs, American flags, Neighborhood Watch signs, and banners and related appurtenances on said Poles under this License Agreement.

NOW THEREFORE, in consideration of the mutual understandings and obligations of the parties as hereinafter set forth, Company and City hereby agree as follows:

1. Company hereby, subject to the terms and conditions provided in this License Agreement, licenses and permits City or City's authorized agent to install, maintain, use, repair, renew, and remove non-electrified traffic regulating signs, American flags, Neighborhood Watch signs and banners and related appurtenances (collectively referred to as "Attachments") on the Poles in accordance with the following:

A. Attachment shall be secured by means of stainless steel straps.

B. No holes shall be punched, drilled, or burned in any Poles

C. All Attachments shall be mounted so as to provide adequate clearance from traffic, pedestrians, and from all electrical facilities, and secured to Poles to avoid dislodging.

D. The total surface area of all Attachments on any one Pole shall not exceed 18 square feet at any one time.

E. Banners for use on poles in high wind areas (90 mph) must be mounted with break-away, or bend-away banner supports.

F. No Attachment shall be suspended between Poles or between Poles and structures.

G. No Attachment shall be installed on any wooden Poles.

2. Except as otherwise herein provided, the use by City of such Pole as herein provided for shall be without charge. City and/or City's agent shall not derive any revenues in connection with the license issued hereby that exceeds the direct expenses incurred in generating such revenues. City and/or City's agent shall maintain complete and accurate records in accordance with generally accepted methods of accounting for all transactions involving payment from a third-party for placement of an Attachment for three (3) years after the corresponding payment. Company shall have access to such records, upon reasonable notice, for the purposes of audit during normal business hours, for so long as such records are required to be maintained.

3. The Attachments shall be installed and maintained by City, or City's authorized agent, in a safe and workman-like manner in compliance with all applicable laws, rules,

regulations, ordinances, including but not limited to General Order No. 95 of the Public Utilities Commission of the State of California.

4. Should Company, in its sole and absolute discretion, determine that it is necessary to relocate or replace a Pole on which a City-owned Attachment is in place, City or City's agent shall, upon reasonable notice from Company promptly relocate, replace or transfer said Attachment to a substitute Pole, if any, as required at City's sole cost and expense.

5. City shall indemnify and hold harmless Company against all losses, expenses, claims, actions, causes of action, damages, costs or liabilities, directly or proximately resulting from or caused by the installation, placement, use, presence, operation, maintenance, and/or removal of said Attachments on any Poles, as herein provided. The termination of this License agreement shall not relieve City of any liabilities which occurred prior thereto or which are occurring at that time. This paragraph shall not be construed to impose liability on either the Company or the City, in favor of any third party, unless such liability would have existed in the absence of this paragraph.

6. The failure of Company to enforce any provision of this License Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provisions; however, the same shall nevertheless remain in full force and effect.

7. This License Agreement shall continue in effect for a term of one (1) year from the date hereof and from year to year thereafter, unless terminated sooner. This License Agreement may be terminated by either party hereto by written notice given not less than sixty (60) days prior to the intended termination. In the event of such termination, City shall remove all of said Attachments from the Poles prior to the termination of this License Agreement.

8. This License Agreement shall not be assignable by City.

IN WITNESS WHEREOF, City and Company have executed this License Agreement by and through their respective officers thereunto authorized as of the day and year first herein above written.

CUSTOMER:

CITY COUNCIL OF THE
CITY OF **LOMA LINDA**
ACTING FOR AND ON BEHALF
OF THE CITY OF **LOMA LINDA**

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

APPROVED AS TO FORM

_____

COMPANY:

SOUTHERN CALIFORNIA EDISON
COMPANY

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

DATE: _____